

GADSDEN INDEPENDENT SCHOOL DISTRICT
AND
FAMILIES & YOUTH, INC. (FYI)

MEMORANDUM OF UNDERSTANDING (MOU)

2015 - 2016 School Year

This is an agreement between the Gadsden Independent School District Board of Education (hereinafter District) and Families & Youth, Inc., (hereinafter Provider), a provider of quality low-cost clinical and social services through various programs for youth and their families in the Las Cruces and southern New Mexico area. The purpose of Provider services is to develop and implement prevention, intervention, and treatment services to children and their families in a responsive, coordinated, timely, and equitable manner. Participation by a student or family in a Provider program is at parent discretion or court order and is not sponsored by the District, nor is participation in a Provider program a replacement for services to be provided by the District pursuant to an Individualized Education Plan (IEP) or Section 504 Student Accommodation Plan (SAP).

PURPOSE

The purpose of this agreement is to create guidelines and procedures for the Provider to deliver services through Provider programs identified in this MOU to students enrolled in the District during school and/or after school hours on District premises. In addition, this MOU is established to promote and sustain a positive and proactive partnership which honors mutual respect and accountability for all parties involved in a student's treatment program.

PARTICIPANTS

Participants in the Provider programs include students enrolled in the District who are identified and referred by a student's parents, through a court order, or by an agency other than the District, as needing services provided through Provider programs identified herein.

PROVIDER CREDENTIALS

Provider program staff providing direct services to district students on district premises during the school day will work under the direct supervision of a Provider administrator, and shall have a minimum of a Bachelor degree in a related field. All direct service providers shall also have completed all required pre-service training and passed background investigations as dictated by Children, Youth, and Family Department (CYFD) regulations. Provider and provider staff are not employees of the District and are in no way to be construed as such.

PROVIDER SERVICES

Provider services vary based on the individual Provider program. The following is a summary of services available through each Provider program covered in this MOU:

- **Juvenile Community Corrections (JCC)**

The purpose of the Juvenile Community Corrections program (JCC) is to provide supportive services (i.e. case management, life skills, educational/career development, tutoring) to adjudicated youth with the underlying intention of: 1. Decreasing involvement or termination of involvement with the Juvenile Justice System, 2. Improving client competencies in social, living, coping and thinking skills, 3. Improving academic performance, and 4. Improving client behavior at home and in the community.

- **Prevention Program**

The purpose of the Prevention Programs is to provide health and wellness education for youth ages 14-18 in the 9th-12 grades with an emphasis on tobacco prevention and cessation, underage drinking prevention and sexual health through age-appropriate, culturally sensitive presentations and evidence-based curriculums as requested by school personnel.

A total of two Prevention Program staff members will visit Gadsden high schools to provide presentations on topics requested by school personnel. Prevention Program staff members have a minimum of a bachelor degree in a related field, have fulfilled mandatory pre-service training requirements to include orientation training on boundaries, ethics, conflict resolution, confidentiality, reporting of child abuse/neglect, and community resources and have completed mandatory background investigations.

- **Time Limited Reunification (TLR)**

The purpose of the Time Limited Reunification (TLR) is to support families in reunifying those children in CYFD Protective Services' custody with their parents. This program provides time-limited intensive home-based services to parents and supportive services to children in community settings (i.e. school). This program assists parents in complying with their treatment plan; working intensely with parents and CYFD Protective Services division to assist in reunifying families in an expedited timeframe (no more than four (4) months from the date of referral) and within 12 months of the most recent removal from the home. Services are available 24 hours a day, seven days a week and include:

- Interventions to improve individual and family interactions and skill building.
- Increasing parent protective capacities of their children.
- Self and family management.
- Case management and coordination and linkages with other services and support in order to increase parental knowledge and reduce the risk of child abuse/neglect.
- Reunification services that are inclusive of the family, the foster parents and child, if appropriate for their inclusion, Protective Services staff, extended family members and other community and service providers who are interested and deemed appropriate for inclusion.

A total of three TLR Program staff members will visit Gadsden high schools for the purpose of monitoring the clients' behavior, well-being, attendance, and academic progress. Staff will also attend any educational meetings when appropriate (i.e. IEP) to serve as an additional support and address any issues concerning the child's needs. The staff also serve as a supplemental contact if the school has any concerns; facilitating parent participation, understanding, and knowledge of school and community resources. A comprehensive approach by all members ensure that services implemented increase the likelihood of positive client/family outcomes. TLR Program staff members have a minimum of a bachelor's degree in a related field, have fulfilled mandatory pre-service training requirements to include orientation training on boundaries, ethics, conflict resolution, confidentiality, reporting of child abuse/neglect, and community resources and have completed mandatory background investigations.

- **In Home Services (IHS)**

The purpose of In-Home Services (IHS) promote the safety of children and reduce the risk of child abuse or neglect by their parents or guardians without the intervention of the courts. IHS is an integrated comprehensive approach to strengthening and preserving families who are at risk for, or who are currently experiencing problems in family functioning. This service is provided to

- The Provider agrees to contact the District immediately upon the discharge of a recipient of services or upon the revocation of consent by the parent (when such consent is required for the provision of services) for the continued provision of Provider services on District premises.
- The Provider will adhere to all applicable federal, state, and district confidentiality and privacy mandates.
- The Provider agrees to indemnify and hold harmless the District for any claims raised by the students or parents who receive services on District premises, as well as by a third party for any acts or omissions of the Provider, staff or employees.

RESPONSIBILITIES OF THE DISTRICT

- Prior to initiation of services the campus administrator/designee will meet with the Provider in order to develop a common understanding regarding the nature, duration, schedule, and location of services to be delivered to a student on District premises.
- The District will, and with the approval of the campus administrator/designee, invite the Provider to attend staffings for non-disabled students, and IEP team/Section 504 meetings for students with disabilities, as appropriate.
- Upon receiving written parent consent to release confidential information, the District will give the Provider a copy of the student's current IEP or Section 504 Plan.
- The District will adhere to all applicable federal, state, and district confidentiality and privacy mandates.
- The District will make available to the Provider all calendars and schedules of current school/program activities as well as copies of site procedures, rules, and regulations.
- The District has the right to refuse or cancel Provider services on District premises for any student where the parent revokes or refuses consent to service delivery on campus.

RESPONSIBILITIES OF THE PROVIDER AND THE DISTRICT

- Provider services will be delivered in an environment beneficial/appropriate to the student.
- Both parties will cooperate in providing training to Provider and District staff as agreed upon and as necessary.
- This MOU will be reviewed and/or renewed annually with the participation of both parties.

GENERAL TERMS AND CONDITIONS

This MOU is governed by the laws of the State of New Mexico and any disputes regarding the terms of the MOU are subject to New Mexico law. Either party may terminate this MOU upon 30-days written notice to the other party, with or without cause.

- Term. The term of this MOU shall commence upon execution by the parties and shall remain in effect for the 2015-16 school year. Unless terminated as provided herein, this MOU shall expire June 30, 2016.
- Renewal Term. At the end of the initial term, and any subsequent term, this MOU may be renewed, at the sole discretion of the School District, for consecutive terms as the School District determine appropriate.
- Independent Contractor Status. The Provider acknowledges and agrees that it is an independent contractor, and not as an employee, contractor or agent of the School District. The Provider and the School District are not in a partnership or joint venture, nor are they or shall they be deemed to be partners or joint venturers of any kind for any

three months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in accordance with the New Mexico Uniform Arbitration Act. NMSA 1978 Sections 44-7A-1 to 44-7A-32. The arbitrator shall have the authority to include in the arbitration award a provision that the prevailing party shall recover all of its costs, expenses and attorneys fees incurred as a result of the dispute.

- Entire Agreement; Modification. This MOU constitutes the final and entire agreement between the parties, and there is no agreement or promise on the part of either party to do or omit to do any act or thing not herein mentioned. This MOU is intended as a complete and exclusive statement of the terms and conditions of the parties' agreement and may not be amended, changed, modified or altered without the written consent of both parties.
- Assignment. No assignment of the obligations of this MOU in whole or in part shall be made without prior consent of the School District.
- Severability. In the event that any provision in this MOU shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this MOU.
- Notice. Any instruction, notice or demand (individually or together, "Notice") required or permitted by this MOU to be given must be in writing and (i) delivered by certified mail to the Postal Service of the United States of America, postage pre-paid or (ii) hand-delivered by courier or by a nationally recognized and reputable overnight delivery service. Each Notice shall, for all purposes, be deemed given and received: (i) if given by certified mail, return receipt requested, postage pre-paid, when the return receipt is signed; or (ii) if given by a nationally recognized and reputable overnight delivery service, when the Notice is actually received by the party. If the Notice is tendered under the provisions of this paragraph and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date tendered.
- No Discrimination. The Provider shall not discriminate or retaliate against any employee of Provider or the School District, or against any student, parent or school patron on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, identity, physical or mental disability or serious medical condition.

We have read the MOU and are in full agreement with the above articles and statements. By signing below, each party certifies that it is authorized to obligate its organization to the terms and conditions of this MOU.

Superintendent, Gadsden Independent School District



Provider CEO/Designee



Provider Program Manager

Date



Date



Date